



COUNTY OF SAN LUIS OBISPO

DEPARTMENT OF GENERAL SERVICES

COUNTY GOVERNMENT CENTER • SAN LUIS OBISPO, CALIFORNIA 93408 • (805) 781-5200

DUANE P LEIB, DIRECTOR

REQUEST FOR PROPOSAL PS- #930 CALWIN HELP DESK SUPPORT SERVICES

August 21, 2006

The County of San Luis Obispo is currently soliciting proposals for professional services for CalWIN Help Desk Support Services.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception, may be grounds for rejection. The County of San Luis Obispo reserves the right to reject all proposals and to waive any informalities.

If your firm is interested and qualified, please submit six [6] copies of your proposal by 5:00 p.m. on September 15, 2006 to:

County of San Luis Obispo
Jack Markey, Central Services
1087 Santa Rosa Street
San Luis Obispo, CA 93408

If you have any questions about the proposal process, please contact me. For technical questions and information contact Pati Garcia at (805) 781-1893.

JACK MARKEY
Supervising Buyer - Central Services Division
jmarkey@co.slo.ca.us

TO: ALL PROSPECTIVE PROPOSERS
SUBJECT: LOCAL PROPOSERS PREFERENCE

The County of San Luis Obispo has established a local vendor preference. All informal and formal Request for Proposals for contracts will be evaluated with a 5% preference for local vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public works construction projects.

A "local" vendor will be approved as such when, 1) It conducts business in an office with a physical location within the County of San Luis Obispo; 2) It holds a valid business license issued by the County or a city within the County; and 3) Business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference.

As of March 3, 1994 individual County Buyers evaluate RFP's (Request For Proposals) considering the local vendor preference described above. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200. All prospective proposers are encouraged to quote the lowest prices at which you can furnish the items or services listed in County proposals.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____ _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: _____

Authorized Individual: _____ Title: _____

Signature: _____ Dated: _____

PROPOSAL SUBMITTAL AND SELECTION

1. All proposals, consisting of six, (6) copies must be received by mail, recognized carrier, or hand delivered no later than 5:00 p.m. on September 15, 2006. Late proposals will not be considered.
2. All correspondence should be directed to:

San Luis Obispo County
Department of General Services
1087 Santa Rosa Street
San Luis Obispo, CA 93408
ATTENTION: Jack Markey
Telephone: 805-781-5200
3. Costs of preparation of proposals will be borne by the proposer.
4. It is preferred that all proposals be submitted on recycled paper, printed on two sides.
5. Selection of qualified proposers will be by an approved County procedure for awarding professional contracts.
6. This request does not constitute an offer of employment or to contract for services.
7. The County reserves the option to reject any or all proposals, wholly or in part, received by reason of this request.
8. The County reserves the option to retain all proposals, whether selected or rejected.
9. All proposals shall remain firm for ninety, (90) days following closing date for receipt of proposals.
10. The County reserves the right to award the contract to the firm who presents the proposal which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to a consideration of the professional service fee.
11. Selection will be made on the basis of the proposals as submitted. The Selection Committee may deem it necessary to interview applicants. The County retains the right to interview applicants as part of the selection process.
12. The proceedings of the Selection Committee are confidential. Members of the Selection Committee are not to be contacted by the proposers.

PROPOSAL FORMAT

A qualifying proposal must address all of the following points:

1. Project Title
2. Applicant or Firm Name
3. Firm Qualifications
 - a. Type of organization, size, professional registration and affiliations.
 - b. Names and qualifications of personnel to be assigned to this project.
 - c. Outline of recent projects completed that are directly related to this project. Consultant is required to demonstrate specific design and project expertise relating to the requirements of the Project Scope.
 - d. Qualifications of consultants, subcontractors, or joint venture firm, if appropriate.
 - e. Client references from recent related projects, including name, address and phone number of individual to contact for referral.
4. Understanding of and Approach to the Project
 - a. Summary of approach to be taken.
 - b. Description of the organization and staffing to be used for the project.
 - c. Indication of information and participation the proposer will require from County staff.
 - d. Indication of time frame necessary to complete the plan review once a Notice to Proceed is issued.

Scope of Work

The County of San Luis Obispo is requesting proposals from qualified vendors to provide on-site expertise for the CalWIN Help Desk to augment current County Automation and Staff Development Teams to ensure efficient conversion to the new system. This support will allow County staff to submit CalWIN problems that have escalated to the Help Desk for timely and accurate resolutions to ensure that public benefits (i.e., cash, Food Stamps and medical benefits) are issued as mandated by State and Federal regulations.

The funding period is from November 1, 2006 to June 30, 2007. All funding must be expended within the fiscal year for which it is granted, and no funding can be released until a contract is approved by the Board of Supervisors.

Proposals must be received at the County General Services office by 5PM on September 15, 2006. Recommendations will be made to the County Board of Supervisors in October 2006.

A. BACKGROUND

The 1996 Federal Welfare Reform law required that all states develop a statewide-automated welfare system. San Luis Obispo County Department of Social Services is one (1) of eighteen (18) California county social services agencies in a CalWIN Consortium that is currently in the process of implementing the CalWORKS (California Work Opportunity and Responsibility to Kids) Information Network (CalWIN), a new primary business application for determining public assistance eligibility. The new system computes, issues and tracks benefits for CalWORKS, Medi-Cal, Food Stamps, General Assistance and Foster Care and meets federal requirements for a Statewide Automated Welfare System.

While line and management staff from the Consortium member counties participated in determining the functionality of the CalWIN system, many questions have surfaced with CalWIN implementation.

The purpose of the CalWIN Help Desk Support Services proposal funding is to augment the DSS Automation and Staff Development Help Desk personnel in providing coaching support for DSS line-staff as they encounter questions and problems in the implementation of the CalWIN program and its various subsystems.

The County requests that the funding be used to:

- a. Provide personnel who are thoroughly proficient in CalWIN and its various subsystems according to the table below:

<u>Subsystem</u>	<u>Level of Proficiency</u>
Alerts	Medium
Appointments	High
Authorization	High
Benefit Issuance & Recovery	High
Case Assignment	Medium
Clearance	Medium
Employment Services	High
Hearings	Low
Inquiry	Medium

<u>Subsystem</u>	<u>Level of Proficiency</u>
Intake & Case Maintenance	High
Interface Activities	High
Providers Maintenance	Low
Registration	High
RRR	High
Security	Low
Simulation	Low
System Maintenance	Low
Wrap Up	High

- b. Troubleshoot a variety of CalWIN Help Desk issues and communicate, both verbally and/or in writing, the resolutions to County staff.
- c. Seek out County specific business processes when appropriate to resolve CalWIN related questions.
- d. Provide Personnel that can comfortable interact with the existing County Help Desk staff and other County staff.
- e. Perform other CalWIN related functions as needed to assist County staff in developing CalWIN knowledge and expertise.

Contractor should set specific goals and show how results will be measured.

B. AWARD CRITERIA

Contractor(s) chosen should be expert/experienced with the CalWIN program and it's various subsystems.

Contractor(s) chosen must demonstrate expertise/experience in CalWIN coaching and application Help Desk support in an active social services environment.

Contractor(s) chosen must demonstrate in their quarterly reports that they are achieving the goals and outcomes set forth in the contract. Failure to achieve the proposed goals and outcomes, or to honor the negotiated commitment may result in the company's ineligibility.

C. EVALUATION CRITERIA

Proposals meeting the mandatory acceptance requirements will be ranked on a point scale and will be evaluated according to the following criteria:

1. Goals/Objectives/Services
2. Company Qualifications and Experience
3. Project Cost

ATTACHMENT I

CONTRACTOR INFORMATION

General Conditions

1. Status:
 - a. Independent Contractor: Contractor is an independent contractor of the County. Nothing in this Contract shall be construed as creating an employer-employee relationship, partnership, or a joint venture relationship. Nothing in this Contract authorizes or permits County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject of this Contract, provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services.
 - b. No eligibility for fringe benefits: Contractor understands and agrees that they will not be eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement or pension program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.
2. Warranty of Contractor: Contractor warrants that they will at all times be properly certified and licensed under the laws and regulations of the State of California to provide the services herein agreed to.
3. Conflicts of Interest:
 - a. No officer, employee, director, or agent of the County shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership or association in which he is directly or indirectly interested, nor shall any such person have any interest, direct or indirect, in this Contract or the provisions thereof.
 - b. Contractor shall not offer or transfer any property of any value to or on behalf of any employee, officer, director or agent of the County other than those compensations described in this Contract.
4. Non-Assignment of Contract: Inasmuch as this Contract is intended to secure the specialized services of the Contractor, Contractor shall not delegate its obligations under this Contract and shall not assign or otherwise transfer its rights under this Contract or any interest therein and shall not assign or otherwise transfer its rights under this contract or any other interest therein without the prior written consent of County. Any such assignment, transfer, delegation or sublet without the County's prior written consent shall be null and void. County also reserves the right prior of approval for independent subcontractors.
5. Contractor's Facilities: Contractor shall obtain and maintain all appropriate licenses, permits and certificates required by all Federal, State and/or local laws, rules, regulations, guidelines, and directives for the operation of its facilities and for the provision of services hereunder.

6. Termination:

- a. Termination of Contract for Convenience of Either Party: Either party may terminate this contract at any time by giving to the other party thirty (30) days written notice of such termination. Termination shall have no effect on the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of said termination.
- b. Power to Terminate Contract: Termination of the Contract may be effectuated by the Director of County Department of Social Services without need for action, approval or ratification by the Board of Supervisors.

7. Indemnification:

- a. Contractor shall defend, indemnify, and hold harmless the County, its officers and employees, from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, including Contractor, and that arise out of or are made in connection with the acts or omissions, relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission by the Contractor, or its agents, employees, or other independent contractors directly responsible to the Contractor, including, but not limited to the following:

- 1) Violation of statute, ordinance, or regulation.
 - 2) Professional malpractice.
 - 3) Willful, intentional or other wrongful acts, or failures to act.
 - 4) Negligence or recklessness.
 - 5) Furnishing of defective or dangerous products.
 - 6) Premises liability.
 - 7) Strict Liability.
 - 8) Inverse condemnation.
 - 9) Violation of civil rights.
 - 10) Violation of any Federal or State statute, regulation or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board, or any other California public entity responsible for collecting payroll taxes, that Contractor is not an independent contractor.
- b. The parties expressly agree that the indemnification clauses in this Contract are an integral part of the performance of this Contract. The compensation in this Contract includes compensation for the risks that are transferred to Contractor by the indemnification clauses.

8. Insurance: Contractor, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this agreement. Such policies shall be maintained for the full term of this Agreement. All insurance coverages

are to be placed with insurers which (1) have a Best's rating of no less than A VI or above, and (2) are admitted insurance companies in the State of California.

a. Comprehensive General Liability (CGL): Contractor shall maintain in full force and effect, for the period covered by this Contract, Comprehensive General Liability insurance with the following coverage:

- 1) \$1,000,000 for Personal Injury and Bodily Injury, including death.
- 2) \$1,000,000 for Property damage.
- 3) Automobile coverage, which shall include owned and non-owned vehicles. This policy shall include a minimum combined single limit of not less than one million (\$1,000,000) dollars for each accident of bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this agreement. Contractor shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.
- 4) The following endorsements must be provided in the policy:
 - a) If the insurance policy coverage is on an "accident" basis, it must be changed to "occurrence".
 - b) The policy must cover personal injury as well as bodily injury.
 - c) Blanket contractual liability must be afforded and the policy must contain a cross liability or severability of interest endorsement
 - d) The County of San Luis Obispo, its officers, employees and agents shall be named as additional insured under the policy. The policy shall provide that the insurance will operate as primary insurance. No other insurance effected by the county, whether commercial or self-insurance will be called upon to a loss hereunder.
 - e) Self-insurance can be substituted for a commercial policy, and the same provisions shall apply.

b. Worker's Compensation and Employers' Liability Insurance Policy (WC/EL): In accordance with the provisions of Labor Code Section 3700, Contractor, if Contractor has any employees, is required to be insured against liability for Workers' Compensation or to undertake self- insurance. Contractor agrees to comply with such provisions before commencing the performance of the work of this Contract.

c. Professional Liability (PL) Insurance: Contractor shall maintain in full force and effect during the entire term of this Contract, professional liability "errors and omissions or malpractice" insurance with limits of liability of not less than one million (\$1,000,000.00) dollars per claim or occurrence to cover all services rendered by Contractor pursuant to this Contract. Where "claims made" coverage is provided, a total of five (5) years shall be provided. If coverage is on a "claims made" basis, Contractor promises to maintain such coverage for five (5) years following completion of services provided hereunder.

d. The following requirements apply to all insurance provided by Contractor:

- 1) A certificate of insurance shall be furnished to County prior to the commencement of work. Upon request by County, Contractor shall provide a certified copy of any insurance policy to County within ten (10) working days.
- 2) Certificates and policies shall state that the policies cannot be cancelled or reduced in coverage or changed in any other material aspect without

thirty (30) days prior written notice to County. Both the insurance company and Contractor shall have a one hundred (100%) percent responsibility and liability to provide notice to County.

- 3) Approval of the insurance by County shall not relieve or decrease the extent to which Contractor may be responsible for payment of damages resulting from Contractor's services or operations pursuant to this Contract.
 - e. The parties expressly agree that the insurance clauses in this Contract are an integral part of the performance of this Contract. The compensation in this Contract includes compensation for the risks that are transferred to Contractor by the insurance clauses.
 - f. If Contractor fails or refuses to procure or maintain the insurance required by this Contract, or fails or refuses to furnish County with the required proof that insurance has been procured and is in force and paid for, County shall have the right, at County's election, to forthwith terminate the Contract.
9. Records: Contractor shall keep complete and accurate records for the services performed pursuant to the Contract and shall make such records available to County upon request. Contractor and County shall ensure the confidentiality of any records that are required by law to be so maintained.
10. Accounting. Contractor shall maintain accounting records in accordance with generally accepted accounting principles. The Contractor shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement.

Contractor shall maintain acceptable books of accounts which may include, but are not limited to, a general ledger, cash receipts journal, cash disbursements journal, general journal and payroll journal.

Contractor shall record costs in a cost accounting system that clearly identifies the source of all costs. Contract costs shall not be co-mingled with other project costs, but shall be directly traceable to contract billings to the County. Contractors who are nonprofit corporations shall comply with OMB Circular A-122.

Travel and lodging costs must be reasonable and not exceed levels allowed for County employees on official business, in accordance with Exhibit D-1, attached hereto and incorporated herein by reference. Gifts may not be charged to this contract, whether given to contractor staff or anyone else.

The use of worksheets to produce billings shall be kept to a minimum. If worksheets are used to produce billings, all entries should be documented and clearly traceable to the Contractor's cost accounting records.

11. Audits: All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. Contractor shall safeguard the accounting records and supporting documentation.

Contractor shall make accounting records and supporting documentation available on demand to the County for inspection and audit. Disallowed costs shall be repaid to the County. The County may require the Contractor's accounting records to be audited, at Contractor's expense, by an accountant licensed by the State of California. The audit shall be presented to the County Auditor-Controller within thirty (30) days after completion of the audit.

12. Social Laws:

- a. Equal Employment Opportunity: During the performance of this Contract, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sexual orientation, or national origin, and hereby promises to comply with the provision on contractor agreements contained in Presidential Executive Order Number 11246. Contractor agrees to comply with all labor and other laws and regulations pertaining to unlawful discrimination, and specifically including California Department of Social Services Manual of Policy and Procedures section 21-100.
- b. Nondiscrimination in State and Federally Funded Programs: Contractor shall ensure that effective bilingual/interpretive services are provided to serve the needs of the non-English speaking population and individuals with disabilities. The provision of bilingual/interpretive services shall be offered for each location whose non-English language cases equal or exceed five percent of the total cases for each program or location. The provision of bilingual /interpretive services shall be prompt without undue delay.
- c. Gender Harassment Warranty and Liability. All Contractors have a contractual obligation to become fully trained and knowledgeable regarding behavior prohibited by law as gender harassment and at all times to comply with an appropriate standard of conduct. Every Contractor who violates gender harassment laws shall be liable to the County for all claims, demands, damages, costs, expenses, and attorney fees incurred by the County as a result of the management of or the behavior of any of Contractor's personnel or anyone in Contractor's chain of contractual privity performing this Contract.
- d. Maintenance of Data: Contractor agrees to compile data, maintain records and submit reports as required to permit effective enforcement of nondiscrimination laws, rules and regulations. The data elements specifically required by this section refer to primary language and ethnic groups of participants/applicants. California Department of Social Services (CDSS), federal government personnel, and the County reserve the right to review records, books and accounts as needed to ascertain compliance and reserve the right to pursue legal remedy and/or sanction for compliance failures.

13. Unlawful Activity: If Contractor or any employee of Contractor is charged with, convicted, or pleads nolo contendere to a criminal statute violation occurring at a County facility or work site, Contractor, shall promptly notify the Director, County of San Luis Obispo Department of Social Services.

14. Corporate Authority. Any individual executing this agreement on behalf of Contractor represents and warrants that s/he is duly authorized to execute and deliver this Contract on behalf of said Contractor, and that this Contract is binding upon said Contractor in accordance with its terms.

15. Entire Agreement and Modifications: This Contract supercedes all previous contracts and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.
16. Applicable Law and Venue: This Contract has been executed and delivered in the State of California and covers services to be performed in California. The parties agree that the validity, enforceability, and interpretation of the Contract or any of its provisions shall be determined and governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in San Luis Obispo County, and San Luis Obispo County, California courts shall be the venue for any action or proceeding that may be brought, or arise out of, in connection with or by reason of this Contract.
17. Separability: The invalidity of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.